

# SUPPORT TERMS AND CONDITIONS

## Effective as of December 2021

These Support Terms and Conditions (“Cloud Support Terms”) apply to Customer’s use of Concourse Labs support services (“Cloud Support”) for Concourse Labs cloud services offerings (“Service Offering”). These Cloud Support Terms may be updated from time to time by Concourse by posting the updated Cloud Support Terms at <https://www.concourselabs.com/support/termsandconditions>. Capitalized terms have the meanings set forth Section 5 below or as otherwise set forth herein or in the Service Offering Terms.

“Customer” means the individual or entity who has subscribed to the Service Offering via an Order.

“Concourse” means Pearl Street Bridge Partners, Inc. d/b/a Concourse Labs.

## 1. Support for Service Offerings.

**1.1 Generally.** Concourse will provide Cloud Support during the subscription term for the Service Offering at the support level purchased (i.e., Basic or Premium Support), if available for the Service Offering. See the comparison chart for Cloud Support at <https://www.concourselabs.com/support/supportlevels>

**1.2 End of Support.** Concourse may, at its discretion, decide to end availability of any Service Offering and related Cloud Support from time to time (“End of Support”). Concourse has no obligation to provide Cloud Support after the End of Support for the Service Offering. For information on Concourse lifecycle policies for its products, see <https://www.concourselabs.com/support/lifecyclepolicies>

### 1.3 Purchase Requirements.

**1.3.1** Cloud Support is included with Customer’s subscription to a Service Offering. If different levels of support are available for a Service Offering, Customer must purchase the same level of support for all licenses for the Service Offering

**1.3.2** Upon renewal of Customer’s subscription to a Service Offering, these Cloud Support Terms will automatically update to the then-current Cloud Support Terms at <https://www.concourselabs.com/support/termsandconditions>

### 1.4 Exclusions.

#### Cloud Support does not cover problems caused by any of the following:

- (a) use of the Service Offering that deviates from any recommended or required operating procedures, or that otherwise violates any restrictions or requirements set forth in the Service Offering Terms;

(b) Third Party Products, other than the interface of the Service Offering with Third Party Products identified in the Service Offering documentation;

(c) use of the Service Offering with unsupported tools or with APIs, interfaces or data formats other than those included with the Service Offering and supported as set forth in the applicable Service Offering documentation. Customer may request assistance from Concourse for such problems, for an additional fee.

## **1.5 Customer's Responsibilities.**

### **Concourse's obligation to provide Cloud Support is subject to the following:**

(a) Customer agrees to receive communications from Concourse via email, telephone, and other formats, regarding Cloud Support (such as communications concerning support coverage, errors or other technical issues, availability of new releases of the Service Offering or components related to the Service Offering, release notes, recommendations and training options).

(b) Customer's technical contact(s) must cooperate with Concourse to enable Concourse to deliver Cloud Support.

(c) As between Concourse and Customer, Customer is solely responsible for use of the Service Offering by Customer's authorized users and must properly train Customer's authorized users in the use of the Service Offering.

(d) Customer must promptly report to Concourse all problems with the Service Offering and must implement all corrective procedures provided by Concourse promptly after receipt of the corrective procedures.

(e) Customer must have dedicated resources available to work on High Priority errors.

(f) To the extent the Service Offering is a multi-tenant environment, Customer must make changes to Customer's settings as may be requested by Concourse if Customer's settings impact the performance of the whole environment or pose issues to Concourse's ability to manage Customer's or other tenants' environments at a predefined service level. If Customer does not make the requested changes upon request, Concourse may make changes to Customer's settings.

## **1.6 Updates and Upgrades.**

**1.6.1 Updates.** Cloud Support may include updates for the Service Offering that address security fixes, critical patches, general maintenance functionality, and documentation. Concourse is under no obligation to develop any future functionality or enhancements. Concourse may update the Service Offering pursuant to these Cloud Support Terms and the update will automatically replace the previous version of the applicable Service Offering. Where practical, Concourse will schedule the Service Offering updates during non-business hours and will provide Customer with notice in advance.

**1.6.2 Upgrades.** Concourse provides upgrades to provide new functionality and to fix problems uncovered in a current version of the Service Offering. If Customer's problem relates to a software defect in the underlying software used to provide the Service Offering as acknowledged by Concourse with a tracking number associated with a support request, Concourse's technical support engineer will work with Customer to determine the appropriate release mechanism for a fix based on the technical priority of the software defect and the business impact it has on Customer's organization.

## **1.7 First Line Support & Authorized Technical Contacts.**

**1.7.1** Customer's authorized technical contacts must be knowledgeable about the Service Offering and Customer's technical environment in order to work with Concourse to analyze and resolve support requests. Customer's authorized technical contacts are responsible for engaging Concourse technical support and monitoring the resolution of all support requests and escalated support issues. Customer is required to establish and maintain processes as necessary to manage first line support for users of the Service Offering within Customer's organization. If after reasonable efforts Customer is unable to diagnose or resolve the error(s), Customer's authorized technical contact(s) may contact Concourse for technical support via email or web and assign the correct Priority level.

**1.7.2** The number of authorized technical contacts to which Customer is entitled is limited depending on the level of Cloud Support Customer purchased. For more information on the detailed number of authorized contacts, see the comparison chart for Cloud Support at <https://www.concourselabs.com/support/supportlevels>. The contact information of authorized technical contacts must be provided on an individual basis (i.e., each technical contact) and must not be a group alias.

## **1.8 Priority Levels; Upgrade/Downgrade of Priority Level; Deliverables.**

**1.8.1 Priority Level.** "Priority" is a measure of the relative impact an error has on use of the Service Offering, as assigned by Customer when opening a support request. The following Priority levels apply to all Service Offerings:

**"High Priority"** means a critical production issue that severely impacts use of the Service Offering. The situation halts Customer's organization's business operations and no procedural workaround exists. "High Priority" requires Customer to have dedicated resources available to work on the issue on an ongoing basis with Concourse, and includes the following situations:

- The Service Offering is down or unavailable.
- Data is corrupted or lost and must be restored from backup.

A critical documented feature/function of the Service Offering is not available.

**"Medium Priority"** means that major functionality is impacted, or significant performance degradation is experienced. The situation is causing a high impact to portions of Customer's business operations and no reasonable workaround exists. "Medium Priority" includes the following situations:

- The Service Offering is operational, but performance is degraded to the point of impact on usage.
- Important features of the Service Offering are unavailable with no acceptable workaround; however, operations can continue in a restricted fashion.

“**Low Priority**” means a partial, non-critical loss of use of the Service Offering with a low impact on Customer’s business or general usage questions and cosmetic issues, including errors in the Service Offering Documentation, inquiry regarding a routine technical issue, information requested on application capabilities, navigation, installation or configuration bug affecting a small number of users. Acceptable workaround is available.

**1.8.2 Upgrade/Downgrade of Priority Level.** Customer must ensure that the assignment and adjustment of any Priority level designation is accurate based on the current impact on the production operation of the Service Offering. Customer acknowledges that Concourse is not responsible for any failure to meet performance standards caused by Customer’s misuse or mis-assignment of Priority level designations. If, during the support request process, the issue warrants assignment of a higher Priority level than currently assigned or no longer warrants the Priority level currently assigned, Customer and Concourse will adjust the Priority level to the appropriate level. In requesting any assignment of a higher Priority level, Concourse may request that Customer provide additional information that demonstrates the increased impact of the issue.

## **1.9 Service Availability.**

**1.9.1 Availability Requirement.** Concourse will use commercially reasonable efforts make the Service Offering Available, as measured over the course of each calendar month during the Term, 99.0% of the time, excluding the time the Service Offering is not Available as a result of one or more Exceptions (the “Availability Requirement”). “Available” means the Concourse Platform is available and operable for access and use by Customer and its authorized users over the Internet in conformance with Concourse’s specifications and without any material degradation of performance. “Availability” has a correlative meaning.

**1.9.2 Exceptions.** No period of Service Offering degradation or inoperability will be included in calculating Availability if such downtime or degradation is due to any of the following (each, an “Exception”):

- Failures of Customer’s or any authorized user’s Internet connectivity;
- Internet or other network problems other than problems arising in or from networks actually or required to be provided or controlled by or on behalf of Concourse;
- Customer’s or authorized users’ failure to comply with any restrictions or requirements set forth in the Service Offering Terms;
- Problems caused by Customer’s or authorized users’ hardware, software, networks, computer systems or devices; or
- Scheduled Downtime in accordance with Section ¶1.9.3 below.

**1.9.3 Scheduled Downtime.** Scheduled outages of the Service Offering in whole or in part (“Scheduled Downtime”) will be communicated to Customer via email at least 1 week in advance.

## **2. WARRANTY, LIMITATION OF LIABILITY, AND TERMINATION.**

**2.1 Limited Warranty; Remedy.** Concourse warrants that the Cloud Support services will be performed in a workmanlike manner and will conform to prevailing industry standards. If Customer provides Concourse with a reasonably detailed written notice of an alleged nonconformance with this warranty, Concourse will use reasonable efforts to re-perform the affected Cloud Support services, and this will be Customer’s sole and exclusive remedy with respect to nonconformance of any Cloud Support with this warranty. Concourse does not warrant that Cloud Support will be uninterrupted or error free; nor does Concourse make any warranty as to the results that may be obtained from use of Cloud Support. Except as expressly set forth in this Section 2.1, Cloud Support is provided “as is” and Concourse disclaims all warranties, express or implied, including, but not limited to, implied warranties of merchantability and fitness for a particular purpose and non-infringement.

### **2.2 Limitation of Liability.**

**2.2.1 Disclaimer.** Notwithstanding anything to the contrary, Concourse and its suppliers (including but not limited to all equipment and technology suppliers), officers, affiliates, representatives, contractors and employees shall not be responsible or liable with respect to any subject matter of these Cloud Support Terms under any contract, negligence, strict liability or other theory: (a) for error or interruption of use or for loss or inaccuracy or corruption of data or cost of procurement of substitute goods, services or technology or loss of business; (b) for any direct, indirect, exemplary, incidental, special or consequential damages; or (c) for any matter beyond Concourse’s reasonable control, in each case, whether or not Concourse has been advised of the possibility of such damages.

**2.2.2 Cap on Monetary Liability.** Concourse’s liability arising from breach of warranty, breach of contract, negligence, strict liability in tort, or any other legal theory shall not exceed the amount of separate fees (if any) Customer paid for Cloud Support as expressly identified on the Order for the Service Offering during the twelve (12) months preceding the claim.

**2.3 Termination of Services.** Concourse may terminate all Cloud Support services at any time if (a) Customer is in breach of the Service Offering Terms, or (b) Customer is in material breach of these Cloud Support Terms.

## **3. TECHNICAL SUPPORT AND SUPPORT REQUEST.**

**3.1 Technical Support Request.** In connection with the provision of Technical Support, Concourse may access Customer’s tenant environment within the Service Offering to collect the necessary logs or validate Customer’s settings to respond to Customer’s support request. Concourse will also use data generated in connection with Customer’s use of the Service Offering to provide Technical Support. To the extent Concourse does not have access to any of Customer’s environments, Customer may upload or provide Support Request Content to Concourse, such as log files, screenshots and core dumps relating to or generated in connection with Customer’s infrastructure to assist Concourse in providing Technical

Support. Customer is solely responsible for taking steps necessary to protect any sensitive or confidential information included in Support Request Content, including passwords, cryptographic keys or Personal Data. Those steps may include obfuscating or removing such information or otherwise working with Concourse at the time of submission to limit the disclosure of such information.

**3.2 Restricted Support Request Content.** Customer must not submit any Support Request Content to Concourse that: (a) Customer do not have the right to provide to Concourse; (b) constitutes information that is regulated by the Health Insurance Portability and Accountability Act, as amended and supplemented, and the regulations thereunder (collectively, “HIPAA”), or any similar federal, state, or local laws, rules, or regulations (c) contains financial account or payment information of an individual, government issued IDs, or other sensitive individually identifying information; or (d) is regulated by law or regulation without complying with the applicable laws or regulations. If Customer submits any Support Request Content in contravention of this Section 3.2, then Customer is solely responsible for the consequences of that submission.

**3.3 Personal Data.** To the extent Customer provides Personal Data to Concourse as part the Support Request Content, Customer consents to Concourse Labs storing Personal Data for this purpose.

**3.3 Use of Support Request Content.** Concourse may review and analyze Support Request Content to address a Technical Support request. Concourse may use the results of that review and analysis, in combination with (a) data Concourse collects from Customer regarding Customer’s use of the Service Offering (such as configuration, performance, and usage data) and (b) information Concourse maintains about Customer’s account, to provide support to Concourse customers, and to improve Concourse products, services, and user experiences.

**3.4 Disclosure of Support Request Content.** If Concourse is required by a subpoena, court order, agency action, or any other legal or regulatory requirement to disclose any Support Request Content, Concourse will provide Customer with notice and a copy of the demand, as soon as practicable, unless Concourse is prohibited from doing so pursuant to applicable law or regulation. If Customer requests in writing, Concourse will, at Customer’s expense, take reasonable steps to contest and to limit the scope of any required disclosure, subject to applicable law or regulation.

## **4. MISCELLANEOUS.**

**4.1 Transfer; Assignment.** Customer may not assign or delegate Customer’s rights and obligations under these Cloud Support Terms to any third party without Concourse’ prior written consent.

**4.2 Entire Agreement.** These Cloud Support Terms, the applicable Order, and the Service Offering Terms, together constitute the entire agreement of the parties with respect to provision of Cloud Support services by Concourse to Customer, and supersede all prior written or oral communications, understandings, and agreements.

**4.3 Amendment; Waiver.** Any amendment to or waiver of the provisions of these Cloud Support Terms must be in writing signed by both parties to be effective.

**4.4 Use of Third Parties.** Concourse may deliver the Cloud Support with the assistance of Concourse's affiliates or suppliers.

**5. DEFINITIONS. For purposes of these Cloud Support Terms, the following definitions apply:**

**5.1 "Support Request Content"** means data provided by Customer to Concourse to address a Technical Support issue. Support Request Content does not include customer account or relationship data that Concourse uses in connection with a Technical Support request, or data collected by Concourse to verify the support entitlement or to facilitate any communications.

**5.2 "Order"** means the order form submitted by Customer for a subscription to the Service Offering.

**5.3 "Technical Support"** means telephone, chat, or web-based technical assistance by Concourse to Customer's technical contact(s) regarding Customer's subscription to the Service Offering, errors, and technical product problems, at the corresponding support level purchased.

**5.4 "Service Offering Terms"** means the services terms and conditions accompanying or otherwise referenced in the Order as applying to the Service Offering.

**5.5 "Third Party Products"** means any software or hardware that is manufactured by a party other than Concourse and is neither (i) delivered with the Service Offering, nor (ii) incorporated into the Service Offering